

**STATE OF VERMONT
BOARD OF MEDICAL PRACTICE**

In Re:)	
)	
Noelle Thabault)	MPA 33-0206
)	
Respondent)	

**VOLUNTARY TEMPORARY PARTIAL CESSATION OF PRACTICE
AGREEMENT**

Now comes Noelle Thabault, M.D. (hereinafter "Respondent") and the State of Vermont, by and through Attorney General William H. Sorrell, and stipulate to the following:

1. Respondent is currently licensed to practice medicine in the State of Vermont, holding license number 042-0008587. Respondent holds privileges at Southwestern Vermont Medical Center.
2. The Vermont Medical Practice Board (hereinafter "Board") has jurisdiction over this matter pursuant to 26 VSA §§ 1353, 1354 & 1398 and 3 VSA §§ 809 and 814 (c).

BACKGROUND

3. Respondent has determined that she shall temporarily cease any and all surgical practice (as set forth below) and shall timely assist any of her patients who may require such services with finding other doctors to provide those services. For purposes of this agreement "surgical practice" shall mean any surgical procedures done in operating room, outpatient

area of hospital, or office, including the following: (1) surgical assists for other surgeons; (2) labor and delivery management; (3) endometrial biopsies; (4) IUD placement; (5) Endocervical curettage (ECC); (6) cervical biopsies; (7) electrical loop excision procedures ("LEEP"); (8) hysteroscopies; (9) D & Cs; (10) tubal ligations; (11) vulvar biopsies; (12) laparoscopies; (13) circumcisions.

4. Respondent has been advised by counsel and agrees and understands that by executing this document she is waiving the necessity of proceedings, findings, and an order by the Board, pursuant to 3 VSA §814(c).

Respondent voluntarily and knowingly agrees to the terms and conditions herein.

5. The parties understand that by entering into this agreement Respondent is doing so at the request of the State and to be compliant with the State's request and that the Voluntary Temporary Partial Cessation of Practice Agreement does not constitute discipline or any admission of wrong doing.

TERMS AS TO CESSATION OF PRACTICE

6. Respondent agrees that as of March 24, 2006, she cease doing any and all surgical practice as defined in paragraph 3, above, in the State of Vermont or elsewhere until such time that the following has been completed which the State agrees to cooperate to complete as soon as reasonably practical:
- (a) Respondent submits to a Board-approved evaluation; (b) the Board, in its sole discretion, determines Respondent's issues, if any, have been

sufficiently evaluated and/or addressed; and, (c) the Board makes a further determination as to the allowed scope of her practice activities and what other conditions, if any, such as continued monitoring by the Board, the Board may reasonably impose.

7. Respondent agrees she shall in good faith pursue all recommendations as may be reasonably directed to her by the Board, subject to her rights as set forth in Paragraph 12. Respondent shall execute any and all waivers that may be required for the Board to review such documents or plans, as well as any assessments, evaluations, or reports regarding her compliance therewith. Such waivers shall expressly provide for oral or written communication by the Board or its agents with any and all practitioners or programs monitoring, treating, or evaluating Respondent.
8. Respondent understands and agrees that the Board may: (a) communicate freely and without limitation with any person or entity involved in monitoring, treating, or evaluating Respondent; and, (b) obtain and review any of Respondent's evaluative, monitoring, and treatment records in their entirety upon request. Respondent agrees that she shall execute such waivers or releases as may be required to permit the Board or its agents to receive such information, whether orally or in writing.
9. Respondent agrees that the Board may communicate at any time with any physician and/or practitioner involved in Respondent's monitoring, treatment, evaluation and agrees that the Board may require, in its sole

discretion, such additional treatment or evaluation as may be deemed necessary to monitor, assess or support Respondent. Respondent shall bear all costs. Respondent agrees that she shall execute all waivers or releases as may be required to permit the Board, its staff, or agents to receive any such information, either orally or in writing.

10. The Board agrees that information received by the Board pursuant to Paragraphs 6, 7, 8, and 9 is confidential and shall not be shared with third parties who are not authorized by the Board or its agents to be involved in assessment, monitoring, remediation or any similar activities related to the matter. This paragraph does not apply to:

- a. Action taken by the State to enforce this stipulation or any future stipulations between Respondent and the Board; and,
- b. Any future disciplinary matter the State may institute against Respondent.

11. Respondent shall full comply with all terms of this Voluntary Partial Cessation of Practice Agreement. Respondent understands and agrees that her compliance with the terms and conditions herein may be considered in any subsequent proceeding before the Board.

12. Respondent agrees she has read and carefully considered all terms and conditions herein and agrees to accept and be bound by these until such time in the future as she may be expressly relieved of these terms and conditions or they are modified, in writing, by the Board. The Board, in

its sole discretion, may consider and approve a petition from Respondent at a later date for modification or relief from these conditions, should the Respondent's situation so warrant. Respondent expressly agrees that she shall promptly sign any and all consents and/or waivers of confidentiality that may be required so as to permit full and complete disclosure so as to permit the Board to monitor Respondent's ability to practice medicine safely and consider her return to the practice of surgery.

13. The parties agree that this Voluntary Temporary Partial Cessation of Practice Agreement shall be a public document, shall be made part of the Respondent's licensing file and may be reported to other licensing authorities including, but not limited to, the National Practitioner Data Base and the Federation of State Medical Boards.

14. This Voluntary temporary Partial Cessation of Practice Agreement shall become effective upon execution by both parties and is subject to review and acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of this agreement, the entire agreement shall be considered void. The parties agree and request that the Board enter an order adopting the terms and conditions set forth herein. Respondent agrees that the Board shall retain jurisdiction to enforce as necessary the terms and conditions herein, pursuant to 26 VSA §1354 (25), or other statutory authority.

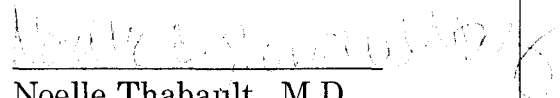
Dated at Montpelier, Vermont this 20th day of April, 2006.

WILLIAM SORRELL
ATTORNEY GENERAL
STATE OF VERMONT
BY



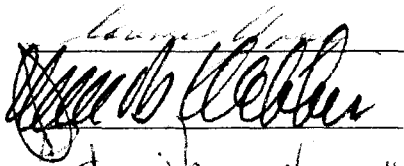
Joseph L. Winn
Assistant Attorney General

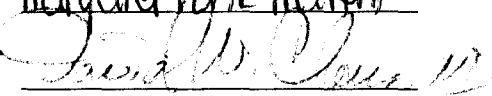
Dated at Rutland, Vermont this 27th day of March 2006.


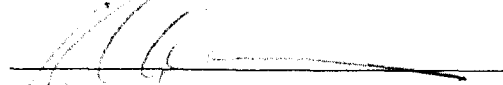
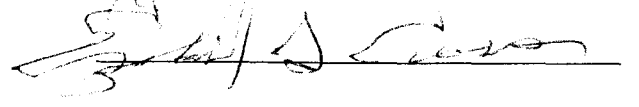



Noelle Thabault, M.D.
Respondent

FOREGOING, AS TO NOELLE THABAULT, M.D.,
APPROVED AND ORDERED, VERMONT BOARD
OF MEDICAL PRACTICE:


Peter J. Hanas, M.D.

Margaret Fink Martin


DATED: 4/5/06

ENTERED April 7, 2006

EFFECTIVE: March 24, 2006